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10/3/06



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT

Amendment Number 2

**Amendment to Consultant/Service Provider  
Memorandum of Agreement**

Date of Amendment 11/22/2006

Consultant/Service Provider EBS Healthcare

This Amendment Agreement by and between a duly authorized representative of The School District of Palm Beach County, Florida, (hereinafter referred to as the District) and the above named Consultant/Service Provider (hereinafter referred to as the Consultant/Service Provider) stipulates the changes to the original Consultant/Service Provider Memorandum of Agreement.

**CHANGES MADE TO THE AGREEMENT ARE AS FOLLOWS**

Increase amount of current contract approved September 27, 2006 by \$63,000 from \$80,000 to \$143,000 to pay for an additional Speech Pathologist approved in amendment 1 of the current contract.

Multiple horizontal lines for additional changes or notes.

In witness whereof, this amendment has been executed on this day and year first above written.

**CONSULTANT/SERVICE PROVIDER INFORMATION**

John Gumpert, Special Education Coordinator  
NAME (type or print)

23-2720862  
SOCIAL SECURITY NUMBER / EMPLOYEE ID NUMBER

P.O. Box 911  
MAILING ADDRESS

Concordville PA 19331  
CITY / STATE / ZIP CODE

( 800 ) 578 - 7906  
TELEPHONE NUMBER / EXTENSION

PBSD 1843 (NEW 9/8/2000)

**SIGNATURES**

John Gumpert Special Ed. Coordinator  
SIGNATURE OF CONSULTANT / SERVICE PROVIDER TITLE DATE 9-28-2006

[Signature]  
SIGNATURE OF AUTHORIZED SCHOOL / DEPARTMENT ADMINISTRATOR DATE 10/4/06

[Signature]  
SIGNATURE OF AREA / ASSISTANT SUPERINTENDENT DATE 10/4/06

[Signature]  
SIGNATURE OF SUPERINTENDENT / DESIGNEE DATE 10/17/06

[Signature]  
SIGNATURE OF SCHOOL BOARD CHAIRMAN (if over \$10,000) DATE

[Signature]

Ann Killets, Chief Academic Officer

10/27/06  
Reviewed and Approved  
as to Legal Sufficiency



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT  
**Amendment to Consultant/Service Provider  
Memorandum of Agreement**

Amendment Number 1  
Date of Amendment 08/01/2006

Consultant/Service Provider EBS Healthcare

This Amendment Agreement by and between a duly authorized representative of The School District of Palm Beach County, Florida, (hereinafter referred to as the District) and the above named Consultant/Service Provider (hereinafter referred to as the Consultant/Service Provider) stipulates the changes to the original Consultant/Service Provider Memorandum of Agreement.

**CHANGES MADE TO THE AGREEMENT ARE AS FOLLOWS**

Consultant will provide additional speech/language pathologists (maximum of 2 additional); upon request by the District when notified in writing that there is additional need. The consultant will furnish to the District a certificate of professional liability insurance and a valid Florida speech/language pathology license for staff assigned to the District. The SLPs will bill Medicaid through the District for eligible students.

In witness whereof, this amendment has been executed on this day and year first above written.

**CONSULTANT/SERVICE PROVIDER INFORMATION**

John Gumpert, Special Education Coordinator  
NAME (type or print)

\_\_\_\_\_  
SOCIAL SECURITY NUMBER / EMPLOYEE ID NUMBER

P.O. Box 911  
MAILING ADDRESS

Concordville PA 19331  
CITY / STATE / ZIP CODE

( 800 ) 578 - 7906  
TELEPHONE NUMBER / EXTENSION

PBSD 1843 (NEW 9/8/2000)

**SIGNATURES**

<u>John Gumpert - Special Ed. Coordinator</u> SIGNATURE OF CONSULTANT / SERVICE PROVIDER	<u>8-3-06</u> DATE
<u>[Signature]</u> SIGNATURE OF AUTHORIZED SCHOOL / DEPARTMENT ADMINISTRATOR	<u>8/21/06</u> DATE
<u>[Signature]</u> SIGNATURE OF AREA / ASSISTANT SUPERINTENDENT	<u>8/23/06</u> DATE
<u>[Signature]</u> SIGNATURE OF SUPERINTENDENT / DESIGNEE	<u>10/16/06</u> DATE
<u>[Signature]</u> SIGNATURE OF SCHOOL BOARD CHAIRMAN (if over \$10,000)	<u>10/16/06</u> DATE



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
**School District Consultant Agreement**

AGENDA ITEM NUMBER	BOARD MEETING DATE
CONTACT <b>Brenda Magee, Ed. D.</b>	PX <b>43899</b>
SCHOOL / DEPARTMENT <b>Exceptional Student Education (9032)</b>	

**Agreement between the School Board of Palm Beach County and EBS Healthcare**

THIS AGREEMENT is entered into this ninth day of August 2006 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and EBS Healthcare, hereinafter referred to as "Consultant".

WHEREAS, the Board desires to enter into this Agreement with the Consultant, providing, among other things, for the Consultant's services to the Board; and

WHEREAS, the Consultant desires to enter into this Agreement with respect to his/her (hereinafter his) services to the Board, upon the terms and conditions hereinafter set forth.

WHEREAS, the Consultant is specially trained and possesses the necessary skills, experience, education and competency, and licenses or credentials to perform the required services.

NOW, THEREFORE, the Board and the Consultant agree as follows:

**1. TERM**

The term of this Agreement shall commence on August 9, 2006 and shall end on June 5, 2007

**2. RESPONSIBILITIES OF CONSULTANT**

**A. The Consultant shall perform the following services:**

Provide 1 bilingual (Spanish) speech/language pathologist to fill a vacancy on the West Area's Child Find Diagnostic Team. This SLP is responsible for assessing, report writing, providing interpretations, and participating in meetings as required for children referred to Child Find. The consultant will furnish the District a certificate of professional liability insurance & a valid FL speech/language pathology license for the bilingual SLP. The SLP will bill Medicaid through the District for eligible students as appropriate.

**B. Time, date, and location of services:**

Hours are the assigned school hours: 7.0 paid hours (with .5 hr unpaid lunch). Total number of allowed duty days are 196 per SLP. Max hrs for school sites/assignments is 1403.50 for the school year.

**3. CONSULTANT BACKGROUND INFORMATION**

Education Florida Licensed and ASHA Certified Speech-Language Pathologists

Position and Address EBS Healthcare, P.O. Box 911, Concordville, PA 19331

Target Group/School/Department West Area Child Find and West Area Glades schools

Approximate Number to be Served up to 300

**4. EVALUATION/FOLLOW-UP METHOD**

Evaluation of the Consultant shall be provided by Sue Alex, Program Planner

TITLE OF THE CONSULTANT'S SUPERVISOR

of the District at regular intervals and in accordance with the attached evaluation tool, Exhibit "A".

**FINANCIAL IMPACT**

The financial impact is \$80,000.00 The source of funds is IDEA Grant

IA	FUND	FUNCTION	OBJECT	LOCATION	PROJECT	PROGRAM	GL
DEPT	FUND	FUNC	ACCT	PROG	BM	LC	AY
9032	4253	5250	531110	6551	ID01	000	2007

**5. COMPLIANCE WITH POLICIES AND LAWS**

The Consultant shall comply with all current School Board of Palm Beach County's Policies. The School Board's policies are located at <http://www.palmbeach.k12.fl.us/> or [www.schoolboardpolicies.com](http://www.schoolboardpolicies.com) and are incorporated herein. It shall be the Consultant's responsibility to comply with all School Board Policies as they may be modified from time to time during the term of this Agreement. The Consultant shall abide by all applicable federal, state and local laws.

6. COMPENSATION

A. The School Board shall pay the Consultant the maximum sum of (write out amount)

Eight thousand dollars and no cents

( \$ 80,000.00 ), for a maximum of 1403.50 hours which is based upon the following rate schedule.

Daily Rate: \_\_\_\_\_ Half Day Rate: \_\_\_\_\_

Hourly Rate: \$57/hr bilingual SLP Flat Rate: \_\_\_\_\_

I grant permission for any or all parts of this presentation to be videotaped.  Yes  No

B. No payment shall be made unless and until the Board verifies that all services for which payment is requested have been fully and satisfactorily performed. The Consultant shall submit to the Board any documentation necessary to substantiate the full and satisfactory performance of the services for which payment is requested. The administrator who will verify the services have been performed and approve the invoice is:

Sue Alex, Program Planner

7. CONFIDENTIALITY OF STUDENT RECORDS

The Consultant is subject to all School District obligations relating to compliance with student records confidentiality laws. By signing this Agreement, the Consultant acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records.

Consultant will not receive student Information.

Consultant will receive student Information and Release or Transfer of Student Information (PBSD 0313) will be completed prior to Consultant receiving student information.

Consultant will receive student Information. Since parental consent will not be obtained and Consultant has legitimate educational interests in the information, Consultant shall hereby be deemed an "other school official" in accordance with School Board Policy 5.50 and shall enter into the Addendum concerning student information (Exhibit C) which is attached hereto and incorporated herein.

8. BACKGROUND CHECKS/FINGERPRINTING

The Jessica Lundsford Act: All individuals who are permitted access on school grounds when students are present, individuals who will have direct contact with children or any student of the School District, or who will have access to or control of school funds must be fingerprinted and background checked. Consultant agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost of Consultant. Consultant shall not begin providing services contemplated by this Agreement until Consultant receives notice of clearance by the School District. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Consultant (or discontinuation of Consultant's services) on the basis of these compliance obligations. Consultant agrees that neither the Consultant, nor any employee, agent or representative of the Consultant who has been convicted or who is currently under investigation for a crime delineated in Florida Statutes §435.04 will be employed in the performance of this contract.

9. INDEPENDENT CONTRACTOR

The Consultant is, for all purposes arising under this Agreement, an independent contractor. the Consultant and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the Board. No officer, agent or employee of the Consultant or Board shall be deemed an officer, agent or employee of the other party. Neither the Consultant nor Board, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

10. OWNERSHIP

A. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and other materials produced by the Consultant under this Agreement shall be the sole and exclusive property of Board. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by the Consultant in the United States or in any other country without the express written consent of Board.

B. Board shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent any such materials produced by the Consultant under this Agreement.

**11. INDEMNIFICATION/HOLD HARMLESS**

The Consultant shall, in addition to any other obligation to indemnify the Palm Beach County School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant, or anyone directly or indirectly employed by them, or of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation in the performance of the work; claims or actions made by the Consultant or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for Consultant under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees, incurred by the Palm Beach County School District to enforce this agreement shall be borne by the Consultant. The Consultant recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Agreement.

**12. TRAVEL**

Travel  is  is not allowable for this contract. Estimated travel expense is not to exceed                         N/A                         for the term of the contract. The Consultant agrees to submit all necessary documentation and proof of expenses in accordance with F. S. § 1 12.061 and School Board Policy #6.01. The Consultant further agrees that reimbursement for travel must be submitted on travel reimbursement forms with the rates determined by F.S. § 112.061 and School Board Policy 6.01 and must be authorized by the appropriate administrator(s).

**13. AMENDMENT**

This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the School Board.

**14. ASSIGNMENT**

Neither the Consultant nor the Board may assign or transfer any interest in this Agreement without the prior written consent of the other party.

**15. GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue in Palm Beach County, Florida. Each Party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this agreement.

**16. TERMINATION**

The Board reserves the right to terminate this contract at any time and for any reason, upon giving thirty (30) days notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract and the Board will only be required to pay that amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost profits. In the event School Board determines that the Consultant's services are not being performed as agreed upon, the Consultant shall be deemed to be in default and the School Board reserves the right to cancel this contract with five (5) days notice and to withhold all monies due the Consultant until such time as the Board, in its sole discretion shall determine whether to have the contract services completed by others or to cease obtaining the services. In the event that the Board determines to have the contract completed by others, the Consultant shall be liable for any costs of completion in excess of that called for in this contract. In the event that the Board determines not to have the contract completed by others, the Consultant shall be paid for the services that it satisfactorily performed prior to the termination but, in no event, shall the Consultant be paid for any work not actually performed or for lost profits.

In the event that it is determined that a termination for cause was unjustified, the termination shall be deemed a termination for convenience and the Consultant shall be entitled to payment only for work actually performed prior to the termination and to any additional sums.

**17. MINORITY STATUS**

The School District strongly encourages active minority/women business enterprise participation with all professional services. The Consultant certifies that:

- This business is minority owned and operated (minimum 51%)      Yes    No
- If a consultant not representing a firm, I am a minority.      Yes    No

If either statement above was checked yes, please indicate minority group.

- Black or African American    Asian    Native Hawaiian or Other Pacific Islander    Hispanic or Latino
- American Indian or Alaskan Native    Disabled    White Female    Other

18. **LEGAL REVIEW**

The parties hereto represent that they have reviewed the Agreement and have sought legal advice concerning the legal significance and ramifications of the provisions contained herein.

19. **NOTICES**

Any notice *permitted or required* under this Agreement shall be in writing and signed by the party giving or serving the same, and shall be served either by personal delivery or *certified mail to the* following persons and at the following addresses:

Consultant: *(Add Consultant's address)*

EBS Health Care John Gumpert, Special Education Coordinator  
P.O. Box 911  
Concordville, PA 19331

SCHOOL BOARD OF PALM BEACH COUNTY,  
FLORIDA  
Purchasing Department  
3300 Forest Hill Boulevard, Suite A 323  
West Palm Beach, Florida 33406


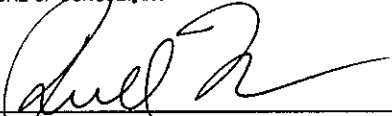
20. **MANDATORY CONTRACT DOCUMENTS (If contract is going to Board for approval)**



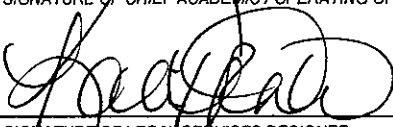
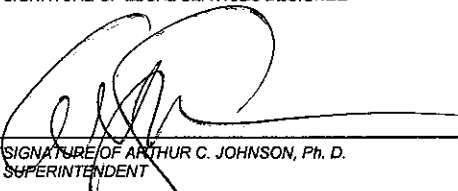
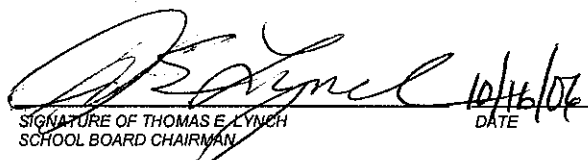
This Agreement includes the terms and conditions set forth in this document, and set forth in the following additional documents attached hereto and incorporate herein: (approval will not be granted without these **mandatory** attachments)

- "Exhibit A" - *Provide consultant evaluation (PBSD 2075)*
- "Exhibit B" - *Beneficial Interest and Disclosure of Ownership Affidavit (PBSD 1997)*

- \$2,500 or less requires consultant and principal/director signature only.
- \$2,501 to \$10,000 requires signature of consultant, principal/director, area/assistant superintendent, chief academic/operating officer and superintendent.
- All consultant contracts over \$10,001 must be approved by the Legal Department before going to the Board. The Board Chairman will sign the contract after Board Approval.

**NOW, THEREFORE, the parties hereto have affixed their signatures on the day and year first above written.**

 _____ <small>SIGNATURE OF CONSULTANT</small>	<u>8-3-2006</u> _____ <small>DATE</small>	John Gumpert, Special Education Coordinator EBS Healthcare _____ <small>PRINT NAME OF THE CONSULTANT</small>
 _____ <small>SIGNATURE OF PRINCIPAL / DIRECTOR</small>	<u>8/21/06</u> _____ <small>DATE</small>	Russell Feldman, Executive Director _____ <small>PRINT NAME OF THE PRINCIPAL / DIRECTOR</small>

 _____ <small>SIGNATURE OF AREA / ASSISTANT SUPERINTENDENT</small>	<u>8/23/06</u> _____ <small>DATE</small>	Brenda Magee, Assistant Superintendent of Curriculum and Learning Support _____ <small>PRINT NAME OF THE AREA / ASSISTANT SUPERINTENDENT</small>
 _____ <small>SIGNATURE OF CHIEF ACADEMIC / OPERATING OFFICER</small>	<u>9/27/06</u> _____ <small>DATE</small>	Ann Killets, Chief Academic Officer _____ <small>PRINT NAME OF THE CHIEF ACADEMIC / OPERATING OFFICER</small>
 _____ <small>SIGNATURE OF LEGAL SERVICES DESIGNEE</small>	<u>9/26/06</u> _____ <small>DATE</small>	Kalinthia Dillard, Associate Counsel _____ <small>PRINT NAME OF THE LEGAL SERVICES DESIGNEE</small>
 _____ <small>SIGNATURE OF ARTHUR C. JOHNSON, Ph. D. SUPERINTENDENT</small>	<u>10/16/06</u> _____ <small>DATE</small>	 _____ <small>SIGNATURE OF THOMAS E. LYNCH SCHOOL BOARD CHAIRMAN</small>

**ADDENDUM, Concerning Student Information, to the Consultant Contract  
("the Contract") dated August 9, 2006, between The School Board of Palm Beach and EBS  
Healthcare**

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the vendor's/partner's signature below, the School District hereby designates EBS Healthcare ("the Party") as an "other school official" for purposes of receiving limited personally-identifiable student information under FLA. STAT. § 1002.22(3)(d)2 because the School District recognizes the Party has legitimate educational interests in receiving this information in order to carry out the Party's responsibilities for the school or District under the Contract. (All other terms of the Contract remain the same.)


As a condition precedent to receiving confidential student information, the Party warrants and agrees that the Party:

- will limit the use of, or access to, confidential student information to the limited scope of information actually needed to complete the services under contract. The District has determined that the Party has a legitimate educational interest in receiving only the following fields of student data; demographics, attendance, contact information, special programs, and ESE file.
- will limit the access to student information to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to carry out their responsibilities under the Contract); and
- shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally-identifiable student information except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
- will comply with the requirements of Fla. Admin. Code Rule 6A-1.0955(6)(g), that student information shall not be disclosed by the Party in any form to any party other than appropriate school officials or the Party's employees/agents to the extent allowed herein (even if the document is first redacted to remove personally-identifiable information), without the prior written consent of the adult student or the parent/guardian, as appropriate; and
- shall maintain any confidential student information in secure data processing facilities or in securely locked cabinets, and the Party shall monitor the security and safekeeping of the confidential data; and
- will dispose of all information disclosed to it by the School District (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, or physically destroyed.

The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

EBS Healthcare

By:   
[person having authority to enter legally-binding agreements on behalf of the Party]

Date: 8-3-2006

The School Board of Palm Beach County

By: 

Date: 10/16/06